

than the total amount paid on the submeasures examined by the mini-audit) by Qwest, Qwest shall pay the Auditor's fees and expenses. In addition, Qwest shall resolve the identified problems and shall pay any applicable payments under the late payment provisions. Qwest shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request Qwest-CLEC data reconciliation during that time.

14.13 If CLEC proves to the Independent Monitor via the dispute resolution process that Qwest did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Independent Monitor can shift the Auditor's fees and expenses to Qwest, and the six-month moratorium [*94] on mini-audits shall then be waived.

14.14 The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in Qwest's performance reporting, Qwest shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

15.0 Waiver of Payments

15.1 Qwest may seek a waiver of the obligation to make payments pursuant to this CPAP by seeking an exception from the Independent Monitor on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards, but not as to parity submeasures);
- (2) A work stoppage (as to benchmark standards, but not as to parity submeasures);
- (3) An act or omission by CLEC that is in bad faith and designed to "game" the payment process; or
- (4) A material failure by CLEC to follow the applicable business rules.

15.2 Any waiver request must contain an explanation of the circumstances that justify the waiver, and any and all relevant documentation relied [*95] upon to support the request. To establish that the circumstances warrant granting of a requested waiver, Qwest must show the existence of those circumstances by a preponderance of the evidence. For any such action, Qwest shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved. CLEC must respond to any such waiver requests within 10 business days and the Independent Monitor shall have 10 business days after the response is filed to rule on the requested waiver, subject to review by the Commission as specified by the Dispute Resolution Process in Section 17.0.

16.0 Limitations

16.1 The payments imposed by the CPAP shall not become available in Colorado until the first day of the second month after Qwest receives Section 271 authority for the State of Colorado. Each CLEC shall have the option of electing the CPAP *in toto* as set forth in this CPAP SGAT or of negotiating an alternative regime with Qwest. The CLECs need not adopt the *Interconnection*,

Unbundled Network Elements, Ancillary Services, and Resale SGAT in its entirety in order to adopt the CPAP SGAT. Qwest will not be [*96] liable for Tier 1 payments to CLEC until the Commission has approved an interconnection agreement between the CLEC and Qwest which adopts the provisions of this CPAP.

16.2 Qwest's agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance. CLEC may not use (1) the existence of this enforcement plan or (2) Qwest's Tier 1 or Tier 2 payments as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 payments under these [*97] provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met, or continues to meet, the requirements of Section 271 of the Act.

16.3 This CPAP contains a comprehensive set of performance submeasures, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the CPAP, CLEC must adopt the CPAP in its entirety, into its interconnection agreement with Qwest in lieu of other alternative standards or relief, except as stated in Sections 16.4, 16.6, and 16.7.

16.4 In electing the CPAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this CPAP shall constitute an "agreement of the parties" to opt out of those rules, as specified in 4 CCR 723-43-10 of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the CPAP. The CPAP shall [*98] not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

16.5 Whether or not a CLEC opts into the CPAP, Qwest shall be responsible for making payments to the Tier 2 Special Fund including Tier 1Y payments not owed to the CLEC, as set forth in Section 8.3, for the wholesale performance provided to that CLEC.

16.6 Tier 1X and Tier 1Y payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the CPAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 17.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. [*99] Any damages awarded through this action shall be offset with payments made under this CPAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action

relates to an area of performance not addressed by the CPAP, no such procedural requirement shall apply.

16.7 If for any reason CLEC agreeing to this CPAP is awarded compensation for the same harm for which it received payments under the CPAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not Qwest in its discretion, can judge what amount, if any, of CPAP payments should be offset from any judgment for a CLEC in a related action.

16.8 If Qwest believes that some Tier 2 payments duplicate payments that are made to the state under other service quality rules, Qwest may make the payments to a special interest bearing escrow account and then dispute the payments via the Independent Monitor. If Qwest can show that the payments are indeed duplicative, it may retain the money (and its interest) that are found to duplicate other state payments. Otherwise **[*100]** the money will go to the Tier 2 Special Fund.

16.9 The Commission shall have the right to modify this plan at any time as appropriate.

17.0 Dispute Resolution Process

17.1 The dispute resolution process specified in this CPAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the CPAP.

17.2 The Commission shall appoint an Independent Monitor to resolve disputes identified in Section 17.5. The salary and expenses of the Independent Monitor shall be paid by the Special Fund. If at any time, the Special Fund does not contain sufficient funds to pay for the Independent Monitor, Qwest shall advance the funds until the Special Fund contains the necessary funds to cover these expenses.

17.3 In the event that any person determines that the Independent Monitor has acted with gross neglect of duties, committed any ethical impropriety, has a significant conflict of interest, or is incompetent to perform the assigned task, the person may contact the Chief Administrative Law Judge (ALJ) of the Commission. The Chief ALJ shall be authorized in its sole discretion to file a petition, to remove the Independent **[*101]** Monitor. The Commission shall rule on the petition within two months, including any hearing that it may hold to resolve disputed facts.

17.4 If the Independent Monitor position is vacant at any time, the parties shall file requests for dispute resolution with the Chief ALJ, who shall then be responsible for fulfilling the duties of the Independent Monitor or designating another ALJ to do so. If the Commission decides during the CPAP Revision Process that it wishes to assign some or all of the Independent Monitor's duties to either the Commission ALJs or to Commission staff persons, it shall be free to do so and the contract with the Independent Monitor shall so provide.

17.5 The Independent Monitor shall be responsible, at least initially, for the following functions, which may be modified by the Commission as it deems appropriate, with input from the parties, and for other responsibilities as set out in the CPAP (see, for example, Section 17.12). The Independent Monitor shall resolve all challenges to the accuracy of any performance measurements or reports, as evaluated through the auditing process in Section 14.0, as well as any disputes over the CPAP integrity requirements **[*102]** (that is, the rules that enable the CPAP to function, such as data collection and retention requirements, maintaining the PIDs as approved,

and so forth). If Qwest is repeatedly penalized for failing to meet the performance requirements under any given PID, the Independent Monitor shall have the authority to require Qwest to perform a root-cause analysis. The Independent Monitor shall evaluate, including necessary investigation of, all allegations that Qwest has misinterpreted, wrongly applied, or violated the relevant business rules that govern the applicable payments to be made pursuant to the CPAP. For example, for disputes about whether particular CLEC actions qualify as exclusions from a measure, where such disputes were not settled by the Qwest-CLEC data reconciliation process or an audit, the Independent Monitor shall be authorized to decide what payments should have been made. The Independent Monitor shall also entertain challenges to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Independent Monitor shall approve or deny permission for a CLEC to bring an overlapping lawsuit for contractual remedies. Finally, **[*103]** the Independent Monitor shall assess any additional penalties under this plan, such as penalties for bringing frivolous disputes.

17.6 The dispute resolution process envisioned by the CPAP provides a means of resolving issues raised by the CPAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be established in other Interconnection Agreements, except it applies exclusively to the CPAP.

17.7 The Independent Monitor shall employ a slightly modified version of the Commission's expedited dispute resolution procedure set forth in 4 CCR 723-1-61(k), but if the designated Independent Monitor so chooses, it shall be able to submit any desired material procedural changes to the Commission, which shall solicit comments from all interested persons before making a decision whether to adopt the procedural change. The procedural changes may be limited to a particular dispute or may apply to all future disputes as deemed appropriate by the Commission.

17.8 The CPAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President -- Vice President level at **[*104]** least two weeks before a dispute is submitted to the Independent Monitor. As part of its request for dispute resolution, the party making the request ("complainant") must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

17.9 Insofar as there is a dispute about any business rule or requirement of the CPAP, any ruling issued by the Independent Monitor shall bind all parties unless and until it is reversed or modified by the Commission. If the Independent Monitor's decision is reversed or modified upon review, any payments affected by the Commission's decision must be refunded.

17.10 The Commission's review, while plenary, shall not include consideration of any evidence not presented to the Independent Monitor. Appeals must be filed within five business days of the Independent Monitor's decision, and the opposing party shall have five business days to respond. The Commission shall then have 15 business days to rule on the appeal. A party shall have five business days to seek reconsideration or **[*105]** rehearing and the Commission shall have 10 business days to rule on any such motions. As a term of participation in the CPAP, all decisions after a motion for reconsideration and rehearing are final and shall be appealable to federal court under the standard in the Federal Arbitration Act.

17.11 In all actions before the Independent Monitor, the losing party shall pay all relevant attorney's fees and costs -- including monies spent to prove that the problem exists -- as determined by the Independent Monitor.

17.12 With regard to requiring payments that were erroneously withheld, the Independent Monitor shall enforce penalties for late payments and inaccurate reporting, as may be applicable. With regard to CPAP integrity requirements, the Independent Monitor shall be able to order the appropriate payments for misreporting along with the 50% premium, and shall be able to levy an additional payment of up to \$ 100,000 if the Independent Monitor finds that such action materially affected the payments, was willful, and was taken without any legitimate business justification. Any action by CLEC that materially affects the relevant payments, lacks any legitimate business justification, and [*106] can be explained solely as an effort willfully to "game" the CPAP shall be grounds for the Independent Monitor's invalidating all payments received as a result of such actions. In addition, if the Independent Monitor finds it appropriate, CLEC shall be required to pay to Qwest a payment equaling 50% of the amount at issue and shall also be subject to an additional payment amount up to \$ 100,000. In all actions before the Independent Monitor, the losing party shall pay all relevant attorney fees and costs, including monies spent to prove that the problem exists, as determined by the Independent Monitor.

18.0 Effective Date, Reviews and Termination

18.1 The effective date of the CPAP is the date on which Qwest obtains § 271 approval from the FCC for Colorado. Dates for reviews of the CPAP are calculated from this effective date.

18.2 Reviews of the CPAP occur every six months, commencing with the effective date of the CPAP. Under the six-month CPAP review process, a Commission staff person shall submit a report to the Commission at the five month mark to recommend a series of changes, if any, to the CPAP, noting which of those were agreed to by all parties and which were contested.

[*107] 18.3 In order to prepare this six-month review report, the relevant Commission staff person (along with any technical advisor the Commission may choose to retain and pay from the Tier 2 Special Fund) shall request feedback on possible changes and shall meet with parties (individually or together) and the Independent Monitor beginning no later than 90 days into the relevant cycle.

18.4 After the Commission staff person submits a six-month review report to the Commission on any suggested changes, parties shall have two weeks to file exceptions to, or comment on, that report. The Commission will rule within four weeks of receiving the parties' exceptions and/or comments on what changes, if any, should be instituted.

18.5 The Commission shall conduct a proceeding to resolve any disputed issues.

18.6 The six-month CPAP review process shall focus on refining, shifting the relative weighing of, deleting, and adding new PIDs; however, the six-month review is not limited to these areas. With the exception of the areas specifically identified in Section 18.7 as eligible for review only at the three-year and six-year reviews, any other part of the CPAP is eligible for review during the six-month [*108] CPAP review. After the Commission considers such changes through the six-month process, it shall determine what set of changes should be embodied in an amended SGAT that Qwest will file in order to effectuate these changes.

18.6.1 If, pursuant to Section 8.2, a PID continues to trigger a payment escalation for six months or more, that PID shall automatically be reviewed during a six-month review pursuant to this Section, in order to determine if there are issues with that PID, such as poor definition, that need to be addressed. In order to minimize this likelihood, the sound practice for introducing PIDs is to work through a collaborative forum before bringing a proposed PID addition or change to the Commission. The preferred approach is to introduce new PIDs as diagnostic measures, allowing for some reporting of actual data before determining the relevant standard and appropriate penalties.

18.7 Parties may suggest more fundamental changes to the CPAP; but, unless the suggestion is highly exigent, the suggestion shall either be declined or deferred until the three-year review. The following areas of the CPAP will be eligible for change only at the three-year and six-year reviews:
[*109]

- (1) The statistical methodology (Sections 4.0, 5.0 and 6.0) except for additions to the variance tables for new Tier 1A measures;
- (2) The payment caps (Sections 11.0 and 18.8);
- (3) The duration of the CPAP (Section 18.11);
- (4) The payment regime structure (Sections 2.0, 7.0, 8.0, 9.0, 10.1, 10.2, 10.3, and 10.4) except for the addition of payment amounts for new Tier 2 measures and of payment amounts for violations of change management requirements;
- (5) The legal operation of the CPAP (Sections 15.0 and 16.0);
- (6) The Independent Monitor (Section 17.0) with the exception of assignment of the Independent Monitor function to an Administrative Law Judge;
- (7) Any proposal that does not relate directly to measuring and/or providing payments for non-discriminatory wholesale performance.

18.7.1 If, at the conclusion of a six-month CPAP review, the Commission orders a change in any areas identified in Section 18.7 without Qwest's consent, the Commission decision shall be stayed automatically during the course of any judicial challenge up to issuance of a final non-appealable order on the merits. This provision shall not apply if there is no judicial challenge.

18.8 Qwest shall calculate **[*110]** separately, payments owed under the CPAP that do not include changes made at the six-month review ("baseline CPAP") and payments owed under a CPAP revised to reflect changes made at the six-month review ("revised CPAP"). If payments calculated under the revised CPAP are more than 110% of payments calculated under the baseline CPAP, Qwest shall limit payments to the affected CLECs and to the Special Fund to a 10% increase ("10% collar") above the total baseline CPAP payment liability. Any CLEC affected by this limitation of payments shall be eligible for payments above the 10% collar from the Special Fund. If the Special Fund does not contain sufficient funds to provide such payments to CLECs, Qwest shall make up the difference. Any funds that Qwest provides to make up the difference will be offset against Qwest's future Special Fund liabilities. At any six-month review, if the total payment liability for the revised CPAP is below 110% of the total payment liability for the baseline CPAP for the preceding six month period, the revised CPAP shall become the baseline CPAP for the next six month period, otherwise, the same baseline CPAP shall remain in effect for the next six month period.

[*111] 18.9 If Qwest or CLEC wishes to modify a PID outside of the six-month review process and before the Three-Year Review set forth in the CPAP, the change must be approved by the Independent Monitor and then also approved by the Commission.

18.10 Thirty (30) months after the effective date of the CPAP, the Commission shall initiate a comprehensive review of the CPAP (the "Three-Year Review") with the assistance of an outside, independent expert. Such expert shall be paid from the Special Fund. When there are insufficient funds in the Special Fund for this purpose, Qwest shall advance the funds. The Three-Year Review shall:

(1) Seek to refine the payment amounts by developing an evidentiary basis for the harm associated with particular non-conforming wholesale performance and to adjust the CPAP's payment amounts accordingly. Such evidence shall be the only basis for making upward or downward adjustments to the CPAP's payment amounts during the three-year review.

(2) Evaluate whether there are available economical alternatives to Qwest's wholesale service offerings and whether such alternatives provide competitors with a meaningful opportunity to compete. This process shall thus consider [*112] the rationale for removing measures (or submeasures) both based on Qwest's demonstration of its ability to deliver reliable wholesale performance in certain areas and/or the fact that Qwest's critical role in the market as a provider of key wholesale inputs is dissipating to the extent that the Commission can lift performance assurance requirements (either on a measure or submeasure basis).

(3) Focus on whether some areas -- disaggregated by either product type or geographic area -- no longer need to be measured and/or subject to payments for non-conforming wholesale performance.

(4) Evaluate whether the revision process should take place at a semi-annual, annual, or other interval.

At the three-year review, the Commission cannot require Qwest, under the authority granted to it under the CPAP, to undertake any new obligations. At the Three-Year Review, if it chooses to do so, the Commission may order changes in the CPAP. The Commission decision shall be effected according to its terms unless stayed by action of the Commission or by action of a court of competent jurisdiction.

18.11 Except as provided in this Section, this CPAP will expire six years from its effective date. Only [*113] Tier 1A submeasures and payments will continue beyond six years, and these Tier 1A submeasures and payments shall continue until the Commission orders otherwise. Five and one-half years after the CPAP's effective date, a review shall be conducted with the objective of phasing-out the CPAP entirely. This review shall focus on ensuring that phase-out of the CPAP is indeed appropriate at that time, and on identifying any submeasures in addition to the Tier 1A submeasures that should continue as part of the CPAP.

19.0 Voluntary Performance Assurance Plan

19.1 This CPAP represents Qwest's voluntary offer to provide performance assurance.

APPENDIX A

This appendix lists the submeasures to be included within the Performance Assurance Plan, classified either under Tier 1A, Tier 1B, Tier 1C or Tier 2. All submeasures not otherwise so designated rely on, and incorporate by reference, the Performance Indicator Definitions (PIDs) developed and approved by the Regional Oversight Committee's (ROC) Technical Advisory Group

(TAG). For Tier 1A submeasures, the average performance Qwest gives a CLEC in the current month shall be compared to the average of prior six months retail performance **[*114]** subject to a "variance factor" (see Section 6.1, Table 2). In areas where this document suggests a standard that is in dispute (both procedurally and substantively) as part of the Commission's Section 271 review (namely, the standards for collocation, TBD1 (premature disconnects), subloops, conditioned loops and line sharing and line splitting), the standard listed herein is meant as a default standard that would give way in the event that the Commission adopts a different one.

TIER 1A

INTERCONNECTION

Trunk Blocking

NI-1A LIS Trunks to Qwest Tandem Offices (Percent)

NI-1B LIS Trunks to Qwest End Offices (Percent)

Provisioning

For LIS Trunks:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

[*115] Maintenance and Repair

For LIS Trunks:

MR-5A	All Troubles Cleared within 4 Hours (Percent)
MR-5B	All Troubles Cleared within 4 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

SWITCHING CUSTOMERS

For Unbundled Loops:

OP-13A	Analog	Coordinated Cuts on Time (Percent)
OP-13A	All Other	Coordinated Cuts on Time (Percent)
OP-7		Coordinated Hot Cut Interval (Percent)
OP-8B		Number Portability Timeliness (Hours:Minutes)
OP-8C		Number Portability Timeliness (Hours:Minutes)
NP-1A		NXX Code Activation (Percent)
OP-17		Timeliness of Disconnects associated with LNP Orders (Percent)
MR-11		LNP Trouble Reports Cleared within 24 Hours (Percent)
MR-12		LNP Trouble Reports-Mean Time to Restore (Hours:Minutes)

OP-13A would not be subject to a severity measurement as part of the Tier 1X calculation. Instead, OP-7 (Coordinated Hot Cut -- Unbundled Loop), which will be reconfigured to measure the out-of-service time for a coordinated hot cut, which provide the following **[*116]** particularized severity function:

Hrs Out of Service	Payment
1-1.99	\$ 225
2-2.99	\$ 450
3-3.99	\$ 675
4-4.99	\$ 800
5+	\$ 1025

COLLOCATION

Collocation is measured on (1) whether the feasibility studies are completed on time (e.g., within 10 days); (2) whether the installation commitment is met; (3) how many days late is particular feasibility study; and (4) how many days is a particular installation of the requested space. The applicable standard for making collocation space available shall be the CLEC's interconnection agreement, the Commission standard, or the FCC regulation, whichever is applicable. For addressing these issues, the relevant calculations and the associated payments shall be:

Days Late for Feasibility Study	Payment	Days Late For Installation	Payment
1-10	\$ 45	1-10	\$ 150
11-20	\$ 90	11-20	\$ 300
21-30	\$ 135	21-30	\$ 450
31-40	\$ 180	31-40	\$ 600
40+	\$ 300	40+	\$ 1000

ACCESS TO LOCAL LOOPS

Pre-Order

For Unbundled Loops:

PO-5A-1(b)	IMA Electronic LSRs	FOCs On Time (Percent)
PO-5A-2(b)	EDI Electronic LSRs	FOCs On Time (Percent)
PO-5B-1(b)	IMA Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5B-2(b)	EDI Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5C-(b)	Fax Manual LSRs	FOCs On Time (Percent)

PO-9B

Timely Jeopardy Notices
(Percent)

[*117] Provisioning

For Unbundled Analog Loops:

OP-3A	non-designed	Installation Commitments Met (Percent)
OP-3B	non-designed	Installation Commitments Met (Percent)
OP-3C	non-designed	Installation Commitments Met (Percent)
OP-3D	designed	Installation Commitments Met (Percent)
OP-3E	designed	Installation Commitments Met (Percent)
OP-4A n1	non-designed	Installation Interval (Average Days)
OP-6A-1 n1	non-designed	Delayed Days (Average Days)
OP-6B-1 n1	non-designed	Delayed Days (Average Days)
OP-4B n1	non-designed	Installation Interval (Average Days)
OP-6A-2 n1	non-designed	Delayed Days (Average Days)
OP-6B-2 n1	non-designed	Delayed Days (Average Days)
OP-4C n1	non-designed	Installation Interval (Average Days)
OP-6A-3 n1	non-designed	Delayed Days (Average Days)
OP-6B-3 n1	non-designed	Delayed Days (Average Days)
OP-4D n1	designed	Installation Interval (Average Days)
OP-6A-4 n1	designed	Delayed Days (Average Days)
OP-6B-4 n1	designed	Delayed Days (Average Days)
OP-4E n1	designed	Installation Interval (Average Days)
OP-6A-5 n1	designed	Delayed Days (Average Days)
OP-6B-5 n1	designed	Delayed Days (Average Days)
OP-5		New Service Installation without Trouble Reports (Percent)

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes----- **[*118]**

For Unbundled Non-Loaded Loops (2-wire):

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Unbundled Non-Loaded Loops (4-wire):

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Unbundled DS1-Capable Loops:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Unbundled ISDN-Capable Loops:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Unbundled ADSL-Qualified Loops:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Unbundled Loops of DS3 and Higher:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)

OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Sub-Loop Unbundling:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)

[*119]

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

Sub-loops -- because sub-loops track loops in all other respects (e.g., have three different intervals in Qwest's Standard Interval Guides depending on the number of sub-loops in an order), OP-3 and OP-4 for this submeasure shall track the approach taken for loops. In particular, the relevant interval (5 days for 1-8 subloops in an order; 6 days for 9-16 in an order; and 7 days for 17+) shall be the standard for OP-3 (i.e., the relevant interval must be met 90% of the time) and the intermediate standard -- i.e., 6 days -- shall be the relevant interval for OP-4.

For Unbundled Loop Conditioning:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D	Installation Interval (Average Days)
OP-4E	Installation Interval (Average Days)

[*120] Conditioned loops (i.e., accounting for the additional time necessary to "condition" a previously unconditioned loop to make it DSL ready) -- the interval, as envisioned by Qwest, is 15 days, which represents the target date for installing the product. Thus, OP-3 shall require that 90% of conditioned loops be installed within the interval, unless a dispatch to the location is necessary. As for OP-4, the relevant installation interval shall be set at 16.5 days, which reflects the recognition that 10% of the conditioned loops will not be installed within 15 days, so that the relevant interval should be marginally greater than the interval.

For Line Sharing/Line Splitting:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
P-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

[*121] Line sharing/Line splitting together --the interval for line sharing and line splitting, which shall be measured on an aggregate basis, is 3 days. Thus, OP-3 shall be that 90% of such loops shall be installed with 3 days. As for OP-4, the relevant installation interval shall be set at 3.3 days, which reflects the recognition 10% of such loops will not be installed within 3 days, so that the relevant interval should be marginally greater than the interval.

Maintenance and Repair

For Unbundled Analog Loops:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled Non-loaded Loops (2-wire):

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled Non-loaded Loops (4-wire):

MR-5A	All Troubles Cleared within 4 Hours (Percent)
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MR-5B	All Troubles Cleared within 4 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled DS1-Capable Loops:

MR-5A	All Troubles Cleared within 4 Hours (Percent)
MR-5B	All Troubles Cleared within 4 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled ISDN-Capable Loops:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled ADSL-Qualified Loops:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Unbundled Loops of DS3 and Higher:

MR-5A	All Troubles Cleared within 4 Hours (Percent)
MR-5B	All Troubles Cleared within 4 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Sub-Loop Unbundling:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)
MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)

MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

[*122] For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be ISDN-BRI.

For Line Sharing/Line Splitting:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)
MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)
MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be Qwest's DSL service, which is also provisioned and treated on a line shared basis.

TIER 1B

Pre-Order

For LSR:

PO-3A-1	IMA & rejected manually	LSR Rejection Notice Interval (Hours:Minutes)
PO-3B-1	EDI & rejected manually	LSR Rejection Notice Interval (Hours:Minutes)
PO-3C	Facsimile	LSR Rejection Notice Interval (Hours:Minutes)

For Resale and UNE-P:

PO-5A-1(a)	IMA Electronic LSRs	FOCs On Time (Percent)
PO-5A-2(a)	EDI Electronic LSRs	FOCs On Time (Percent)
PO-5B-1(a)	IMA Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5B-2(a)	EDI Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5C-(a)	Facsimile Manual LSRs	FOCs On Time (Percent)
PO-8D	(POTS)	Jeopardy Notice Interval (Average Days)
PO-9D	(POTS)	Timely Jeopardy Notices (Percent)

For LNP:

PO-5A-1(c)	IMA Electronic LSRs	FOCs On Time (Percent)
PO-5A-2(c)	EDI Electronic LSRs	FOCs On Time (Percent)
PO-5B-1(c)	IMA Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5B-2(c)	EDI Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5C-(c)	Facsimile Manual LSRs	FOCs On Time (Percent)

[*123]

For LIS Trunks:

PO-5D FOCs On Time (Percent)
PO-8C Jeopardy Notice Interval (Average Days)
PO-9C Timely Jeopardy Notices (Percent)
For Billing:
PO-7A IMA-GUI Billing Completion Notification Timeliness (Percent)
PO-7B IMA-EDI Billing Completion Notification Timeliness (Percent)
For Non-Designed Services:
PO-8A Jeopardy Notice Interval (Average Days)
PO-9A Timely Jeopardy Notices (Percent)

For Unbundled Loops:
PO-8B Jeopardy Notice Interval (Average Days)

Provisioning

For Residential Single Line Service:

OP-3A Installation Commitments Met (Percent)
OP-3B Installation Commitments Met (Percent)
OP-3C Installation Commitments Met (Percent)
OP-4A n1 Installation Interval (Average Days)
OP-6A-1 n1 Delayed Days (Average Days)
OP-6B-1 n1 Delayed Days (Average Days)
OP-4B n1 Installation Interval (Average Days)
OP-6A-2 n1 Delayed Days (Average Days)
OP-6B-2 n1 Delayed Days (Average Days)
OP-4C n1 Installation Interval (Average Days)
OP-6A-3 n1 Delayed Days (Average Days)
OP-6B-3 n1 Delayed Days (Average Days)
OP-5 New Service Installation without Trouble Reports (Percent)

For Business Single Line Service:

OP-3A Installation Commitments Met (Percent)
OP-3B Installation Commitments Met (Percent)
OP-3C Installation Commitments Met (Percent)
OP-4A n1 Installation Interval (Average Days)
OP-6A-1 n1 Delayed Days (Average Days)
OP-6B-1 n1 Delayed Days (Average Days)
OP-4B n1 Installation Interval (Average Days)
OP-6A-2 n1 Delayed Days (Average Days)
OP-6B-2 n1 Delayed Days (Average Days)
OP-4C n1 Installation Interval (Average Days)
OP-6A-3 n1 Delayed Days (Average Days)
OP-6B-3 n1 Delayed Days (Average Days)
OP-5 New Service Installation without Trouble Reports (Percent)

For Centrex:

OP-3A Installation Commitments Met (Percent)
OP-3B Installation Commitments Met (Percent)
OP-3C Installation Commitments Met (Percent)
OP-4A n1 Installation Interval (Average Days)
OP-6A-1 n1 Delayed Days (Average Days)

OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Centrex 21:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For PBX Trunks:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Basic ISDN:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)

OP-3C	Installation Commitments Met (Percent)
OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For UNE-P (POTS):

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Qwest DSL:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)

OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Primary ISDN:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4A n1	Installation Interval (Average Days)
OP-6A-1 n1	Delayed Days (Average Days)
OP-6B-1 n1	Delayed Days (Average Days)
OP-4B n1	Installation Interval (Average Days)
OP-6A-2 n1	Delayed Days (Average Days)
OP-6B-2 n1	Delayed Days (Average Days)
OP-4C n1	Installation Interval (Average Days)
OP-6A-3 n1	Delayed Days (Average Days)
OP-6B-3 n1	Delayed Days (Average Days)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

[*124]

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

For DS0:

OP-3A	non-designed	Installation Commitments Met (Percent)
OP-3B	non-designed	Installation Commitments Met (Percent)
OP-3C	non-designed	Installation Commitments Met (Percent)
OP-3D	designed	Installation Commitments Met (Percent)
OP-3E	designed	Installation Commitments Met (Percent)
OP-4A n1	non-designed	Installation Interval (Average Days)
OP-6A-1 n1	non-designed	Delayed Days (Average Days)
OP-6B-1 n1	non-designed	Delayed Days (Average Days)

OP-4B n1	non-designed	Installation Interval (Average Days)
OP-6A-2 n1	non-designed	Delayed Days (Average Days)
OP-6B-2 n1	non-designed	Delayed Days (Average Days)
OP-4C n1	non-designed	Installation Interval (Average Days)
OP-6A-3 n1	non-designed	Delayed Days (Average Days)
OP-6B-3 n1	non-designed	Delayed Days (Average Days)
OP-4D n1	designed	Installation Interval (Average Days)
OP-6A-4 n1	designed	Delayed Days (Average Days)
OP-6B-4 n1	designed	Delayed Days (Average Days)
OP-4E n1	designed	Installation Interval (Average Days)
OP-6A-5 n1	designed	Delayed Days (Average Days)
OP-6B-5 n1	designed	Delayed Days (Average Days)
OP-5		New Service Installation without Trouble Reports (Percent)

[*125]

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

For DS1:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For DS3 and Higher:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For Frame Relay:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For UDIT -- DS1 Level:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For UDIT -- Above DS1 Level:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

For E911/911 Trunks:

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D n1	Installation Interval (Average Days)
OP-6A-4 n1	Delayed Days (Average Days)
OP-6B-4 n1	Delayed Days (Average Days)
OP-4E n1	Installation Interval (Average Days)
OP-6A-5 n1	Delayed Days (Average Days)
OP-6B-5 n1	Delayed Days (Average Days)
OP-5	New Service Installation without Trouble Reports (Percent)

[*126]

-----Footnotes-----

n1 Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

-----End Footnotes-----

Maintenance and Repair

For Residential Single Line Service:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)
MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)
MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Business Single Line Service:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)
MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)
MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Centrex:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)
MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)
MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Centrex 21:

MR-3A	All Troubles Cleared within 24 Hours (Percent)
MR-3B	All Troubles Cleared within 24 Hours (Percent)
MR-3C	All Troubles Cleared within 24 Hours (Percent)
MR-6A	Mean Time to Restore (Hours:Minutes)

MR-6B	Mean Time to Restore (Hours:Minutes)
MR-6C	Mean Time to Restore (Hours:Minutes)
MR-7A	Repair Repeat Report Rate (Percent)
MR-7B	Repair Repeat Report Rate (Percent)
MR-7C	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For DS0:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For DS1:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For DS3 and Higher:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For Frame Relay:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For UDIT -- DS1 Level:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)

MR-8 Trouble Rate (Percent)

For UDIT -- Above DS1 Level:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

For E911/911 Trunks:

MR-3D	All Troubles Cleared within 24 Hours (Percent)
MR-3E	All Troubles Cleared within 24 Hours (Percent)
MR-6D	Mean Time to Restore (Hours:Minutes)
MR-6E	Mean Time to Restore (Hours:Minutes)
MR-7D	Repair Repeat Report Rate (Percent)
MR-7E	Repair Repeat Report Rate (Percent)
MR-8	Trouble Rate (Percent)

[*127] TIER 1C

Billing

BI-1A	Time to Provide Recorded Usage Records (Average Days)
BI-1B	Time to Provide Recorded Usage Records (Percent)
BI-3A	Billing Accuracy -- Adjustments for Errors (Percent)
BI-3B	Billing Accuracy -- Adjustments for Errors (Percent)
BI-4A	Billing Completeness (Percent)
BI-4B	Billing Completeness (Percent)

Each billing measure (BI-1A/BI-1B; BI-3A/BI-3B; and BI-4A/BI-4B) will be subject to a per measure cap of a base payment of \$ 5,000 per month, subject to a maximum escalation of \$ 30,000 per measure.

TIER 2

Continuing Non-Conforming Performance

See Section 10.3.

Work Completion Timeliness

PO-6 Work Completion Notification Timeliness (Hours:Minutes)

This measure shall be on a Tier 2 basis (measuring aggregate performance to all CLECs) and shall be calculated as follows:

Performance	Monthly Payment
1-1.49 hrs	\$ 10,000
1.5-1.99 hrs	\$ 15,000
2-2.49 hrs	\$ 20,000
2.5-2.99 hrs	\$ 25,000

3-3.49 hrs	\$ 30,000
3.5-3.99 hrs	\$ 35,000
4-4.49 hrs	\$ 40,000
4.5-4.99	\$ 45,000
5+	\$ 50,000

Regionwide Wholesale Support Systems

The following submeasures, which relate to the quality of Qwest's computer systems and call centers, **[*128]** are recorded only on a regionwide (14 state) basis:

GA-1A Appointment Scheduler	Gateway Availability -- IMA-GUI (Percent)
GA-1B Fetch-N-Stuff	Gateway Availability -- IMA-GUI (Percent)
GA-1C Data Arbiter	Gateway Availability -- IMA-GUI (Percent)
GA-2	Gateway Availability -- IMA-EDI (Percent)
GA-3	Gateway Availability -- EB-TA (Percent)
GA-4	Gateway Availability -- EXACT (Percent)
GA-6	Gateway Availability -- GUI -- Repair (Percent)
PO-1A-1	Pre-Order/Order Response Times(Seconds)
PO-1B-1	Pre-Order/Order Response Times(Seconds)
PO-1A-2	Pre-Order/Order Response Times(Seconds)
PO-1B-2	Pre-Order/Order Response Times(Seconds)
PO-1A-3	Pre-Order/Order Response Times(Seconds)
PO-1B-3	Pre-Order/Order Response Times(Seconds)
PO-1A-4	Pre-Order/Order Response Times(Seconds)
PO-1B-4	Pre-Order/Order Response Times(Seconds)
PO-1A-5	Pre-Order/Order Response Times(Seconds)
PO-1B-5	Pre-Order/Order Response Times(Seconds)
PO-1A-6	Pre-Order/Order Response Times(Seconds)
PO-1B-6	Pre-Order/Order Response Times(Seconds)
PO-1A-7	Pre-Order/Order Response Times(Seconds)
PO-1B-7	Pre-Order/Order Response Times(Seconds)
PO-1A-8	Pre-Order/Order Response Times(Seconds)
PO-1B-8	Pre-Order/Order Response Times(Seconds)
OP-2	Calls Answered within Twenty Seconds -- Interconnect Provisioning Center (Percent)
MR-2	Calls Answered within Twenty Seconds -- Interconnect Repair Center (Percent)

[*129] PO-1A and PO-1B shall have their transaction types aggregated together.

For Colorado, Qwest shall make a Tier-2 payments based upon monthly performance results according to the following schedule. (On this measure, the total payment, for all 14 Qwest states, shall actually be a multiple of the one noted below.)

Measure	Performance	Payment
GA-1,GA-2,	1% or lower	\$ 1,000
GA-3,GA-4	>1% to 3%	\$ 10,000
GA-6	>3% to 5%	\$ 20,000
	> 5%	\$ 30,000
PO-1	2 sec or less	\$ 1,000

	>2 sec to 5 sec	\$ 5,000
	>5 sec to 10 sec	\$ 10,000
	> 10 sec	\$ 15,000
OP-2/MR-2	1% or less	\$ 1,000
	>1% to 3%	\$ 5,000
	>3% to 5%	\$ 10,000
	>5%	\$ 15,000

Handling of Local Service Requests

PO-10 LSR Accountability (Percent)

Performance Payment

99-99.5	\$ 10,000
98.5-98.99	\$ 20,000
98-98.49	\$ 30,000
97.5-97.99	\$ 40,000
97-97.49	\$ 50,000
96.5-96.99	\$ 60,000
96-96.49	\$ 70,000
95.5-95.99	\$ 80,000
95-95.49	\$ 90,000
below 95%	\$ 100,000

If the PO-10 measure at the end of any month dips below 95%, the Commission may commence a proceeding to determine whether the problem is being remedied and to determine whether any other action is appropriate.

Electronic Flow Through Rates

For Resale:

PO-2A-1 IMA Flow-through LSRs	Electronic Flow-through (Percent)
PO-2A-2 GUI Flow-through LSRs	Electronic Flow-through (Percent)
PO-2B-1 IMA Flow-through Eligible LSRs	Electronic Flow-through (Percent)
PO-2B-2 GUI Flow-through Eligible LSRs	Electronic Flow-through (Percent)

For Unbundled Loops:

PO-2A-1 IMA Flow-through LSRs	Electronic Flow-through (Percent)
PO-2A-2 GUI Flow-through LSRs	Electronic Flow-through (Percent)
PO-2B-1 IMA Flow-through Eligible LSRs	Electronic Flow-through (Percent)
PO-2B-2 GUI Flow-through Eligible LSRs	Electronic Flow-through (Percent)

For LNP:

PO-2A-1 IMA Flow-through LSRs	Electronic Flow-through (Percent)
PO-2A-2 GUI Flow-through LSRs	Electronic Flow-through (Percent)
PO-2B-1 IMA Flow-through Eligible LSRs	Electronic Flow-through (Percent)
PO-2B-2 GUI Flow-through Eligible LSRs	Electronic Flow-through (Percent)

For UNE-P (POTS):

PO-2A-1 IMA Flow-through LSRs	Electronic Flow-through (Percent)
PO-2A-2 GUI Flow-through LSRs	Electronic Flow-through (Percent)
PO-2B-1 IMA Flow-through Eligible LSRs	Electronic Flow-through (Percent)
PO-2B-2 GUI Flow-through Eligible LSRs	Electronic Flow-through (Percent)

[*130] Qwest shall be required to meet a standard for either eligible flow-through (PO-2B-1 & PO-2B-2 aggregated) or actual flow-through (PO-2A-1 & PO-2A-2 aggregated). If Qwest misses the standard for both PO-2B and PO-2A, it shall pay payments on the measure in which it performed closer to the relevant standard.

The following table sets out the relevant standard for measuring acceptable levels of actual flow-through (PO-2A) and flow-through eligible orders (PO-2B).

Flow-through Orders (PO-2A)	January 2002	July 2002	January 2003	July 2003
Resale	70%	80%	85%	85%
Unbundled Loops	50%	60%	70%	75%
LNP	70%	80%	85%	85%
UNE-P (POTS)	50%	65%	80%	85%
Flow-through Eligible Orders (PO-2B)	January 2002	July 2002	January 2003	July 2003
Resale	80%	90%	95%	95%
Unbundled Loops	60%	70%	80%	85%
LNP	80%	90%	95%	95%
UNE-P (POTS)	60%	75%	90%	95%

The relevant payment shall be computed on a quarterly basis and shall take the performance on the better of the eligible flow through orders (PO-2B) or actual orders to flow through (PO-2A) and apply a \$ 75,000 payment for each 2.5% that the relevant measurement differs from the standard. This payment shall not exceed \$ 600,000 per submeasure (resale, **[*131]** unbundled loop, LNP, UNEP). By way of illustration, the payment table for eligible flow through orders for resale for beginning January, 2002 is:

Resale:	77.5%-79.99%	\$ 75,000
	75.0%-77.49%	\$ 150,000
	72.5%-74.99%	\$ 225,000
	70.0%-72.49%	\$ 300,000
	67.5%-69.99%	\$ 375,000
	65.0%-57.49%	\$ 450,000
	62.5%-64.99%	\$ 525,000
	below 62.49%	\$ 600,000

Change Management Requirements

PO-16 Release Notification on Time (Calendar Days)

For failing to notify competitors of the first announcement on time, Qwest shall pay a payment of \$ 200/per day. For failing to notify competitors of subsequent release dates (i.e., the final requirements and final release notes), Qwest shall pay a payment of \$ 50/day.

GA-7 Timely Outage Resolution following Software Releases (Percent)

Failure to resolve software outages within 48 hours shall result in a \$ 100,000 payment by Qwest for each additional 48 hours out of service.

PO-18(CPAP) Interface Versions Availability (Percent)

A failure to reinstate a pulled version that had not been available for 6 months within 24 hours shall result in a \$ 50,000 payment, with half of the payment going to the CLEC who brings the complaint [*132] and the other half going into the Special Fund.

APPENDIX B

(PERFORMANCE INDICATOR DEFINITIONS -- TO BE SUPPLIED BY QWEST)

COLORADO PERFORMANCE ASSURANCE PLAN RECOMMENDED SGAT LANGUAGE

(Redline Changes to Attachment A of Decision No. R01-1142-I)

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Colorado Performance Assurance Plan ("CPAP" or "Plan"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region, interLATA service.

2.0 Plan Structure

2.1 The CPAP is a tiered remedy plan. Qwest shall be subject to self-executing payments to CLEC for Tier 1 submeasures, identified in Appendix A, which generate both Tier 1X and 50% of Tier 1Y payments (described in Sections 7.0 and 8.0). Qwest shall be subject to self-executing payments to the Tier 2 Special Fund for the following: (1) Tier 2 submeasures (identified in Appendix A), (2) Tier 1Y payments not owed to the CLEC (described in Section 8.3), and (3) payments for missing Tier 1A or Tier 1B submeasures by more than 50% (described in Section 10.3).

3.0 [*133] Performance Measurements

3.1 The performance standards for each measure and submeasure are identified in Appendix A. This Appendix A places the Performance Indicator Definitions ("PIDs") in Tier 1A, Tier 1B, Tier 1C or Tier 2.

4.0 Statistical Methodology

4.1 Qwest will be in conformance with Tier 1A, Tier 1B, Tier 1C and Tier 2 benchmark submeasures when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark, if a lower value means better performance.

4.2 For Tier 1B and Tier 1C parity submeasures, Qwest uses a statistical test, namely the "Modified z-test," for evaluating the difference between two means (*i.e.*, Qwest and CLEC service or repair intervals) or two percentages (*e.g.*, Qwest and CLEC proportions) to determine whether a parity condition exists between the results for Qwest and CLEC. For the purpose of this Section, the Qwest results will be the Qwest monthly retail results as specified in the PIDs filed with the CPAP as approved by the Colorado Public Utilities Commission ("Commission"). The modified z-test shall [*134] be applicable if the CLEC sample size is greater than or equal to 30 for a given submeasure. For testing submeasures for which the sample size is less than 30, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC results.

The formula for determining parity using the z-test is:

$$z = \text{DIFF} / [\text{sigma}] \text{ DIFF}$$

Where:

$$[\text{DIFF}] = M[\text{Qwest}] - M[\text{CLEC}]$$

$M[\text{QWEST}]$ = Qwest average or proportion

$M[\text{CLEC}]$ = CLEC average or proportion

$$[\text{sigma}] \text{ DIFF} = \text{square root} [[\text{sigma}] <2> \text{Qwest} (1/n \text{ CLEC} + 1/n [\text{Qwest}])]$$

$[\text{sigma}] <2> [\text{Qwest}]$ = Calculated variance for Qwest

$n[\text{Qwest}]$ = number of observations or samples used in Qwest submeasure

$n[\text{CLEC}]$ = number of observations or samples used in CLEC submeasure

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., $M[\text{CLEC}] - M[\text{QWEST}]$.

4.3 For parity submeasures where the number of data points is less than 30, Qwest will apply a permutation test to test for statistical significance. Permutation [*135] analysis will be applied to calculate the z statistic using the following logic:

Calculate the z statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ($n[\text{CLEC}]$) and one reflecting the remaining data points, which is equal to the size of the original Qwest data set or $n[\text{QWEST}]$.

Compute and store the z-test score (ZS) for this sample.

Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples.

If the fraction is greater than $[\alpha]$ (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05. For individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are Unbundled Dedicated Interoffice Transport, Resale, or Unbundled Loops (performance measurements: OP-3D/E, OP-4D/E, OP-5, OP-6-4/5, [*136] MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10, alpha = 0.15. When performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the Critical z-value for Tier 1B and Tier 1C parity submeasures when the CLEC sample size is greater than or equal to 30. It is based on the monthly business volume of the CLEC for the particular performance submeasures for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	Critical Z-Value
30-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

5.2 When the CLEC sample size is greater than or equal to 30, Qwest's performance to a CLEC for a Tier 1B or Tier 1C parity submeasure will be considered conforming in a month when the z-score calculated pursuant to Section 4.2 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1.

6.0 Tier 1A Parity Calculations

6.1 For Tier 1A, which includes the measures that are most critical and most likely to be relied on **[*137]** most heavily by smaller competitors, the average performance Qwest gives CLEC in the current month shall be compared to the average of prior six months retail performance, subject to a variance factor (standard performance). The average retail performance over the prior six months shall be calculated by summing the six individual monthly numerator values and dividing that amount by the sum of the six individual monthly denominator values. The variance factor shall modify that standard average according to the variance table listed below in Table 2. This table captures the variability of the data and seeks to minimize the impact of smaller sample sizes on the ultimate calculation.

TABLE 2: VARIANCE FACTORS

CLEC volumes	OP-3 LIS	OP-3 UBL<1>	OP-4 LIS	OP-4 UBL<1>
1-5	25	25	18	14
6-15	18	18	12	10
16-22	16	14	9	8
23-30	15	13	8	7
31-40	13	11	7	7
41-60	11	9	6	6
61-90	9	7	5	6
91-150	5	5	4	5
151-300	5	4	3	4
301-500	4	3	2	3
501-1000	3	2	2	2
1001-1500	2	1	1	1
1501-2000	1	0.5	0.5	0.5
2000+	0	0	0	0

Measure Type	%	%	Days	Days
Modification	Subtract	Subtract	Add	Add
CLEC volumes	MR5-LIS	MR5-UBL<2>	MR6-LIS	MR-6-UBL
1-5	22	28	220	500
6-15	16	18	180	300
16-22	15	15	150	220
23-30	14	14	130	200

31-40	13	12	110	160
41-60	11	10	90	150
61-90	9	8	70	140
91-150	7	6	60	130
151-300	5	4	50	120
301-500	4	3	40	110
501-1000	3	2	30	100
1001-1500	2	1	20	50
1501-2000	1	0.5	10	25
2000+	0	0	0	0

Measure Type Modification	% Subtract	% Subtract	Mins Add	Mins Add
CLEC volumes	OP-5 L/S	OP-6 L/S	MR-3 L/S	MR-6 L/S
1-5	22	12	22	500
6-15	17	6	12	400
16-22	13	5	9	300
23-30	11	4	8	250
31-40	10	3	6	200
41-60	8	3	5	175
61-90	7	2	4	150
91-150	5	2	4	125
151-300	4	1	3	120
301-500	3	1	2	90
501-1000	2	.7	1.5	60
1001-1500	1.5	.6	1	30
1501-2000	1.25	.5	.75	25
2000+	1	.25	.5	20

Measure Type Modification	% Add	Days Add	% Subtract	Mins Add
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<1> Except Analog, 2-wire non-loaded, and ADSL qualified loops.

<2> MR-5 UBL's variance table also applies for MR3-UBL calculations.

[*138]

CLEC volumes	OP-6 LIS	OP-6UBL	OP-5	NP-1<5>
1-5	24	28	20	
6-15	16	18	12	
16-22	15	15	10	
23-30	14	14	9	
31-40	12	12	8	
41-60	10	10	7	
61-90	8	8	6	
91-150	6	6	5	
151-300	4	4	4	
301-500	3	3	3	

501-1000	2	2	2
1001-1500	1	1	1
1501-2000	0.5	0.5	.5
2000+	0	0	0

Measure Type	Days	Days	%
Modification	Add	Add	Subtract

CLEC volumes	MR7<3>	MR-8<3>	PO-9b	NI-1<4>
1-5	28	28	20	0.64
6-15	18	18	12	0.64
16-22	15	15	10	0.64
23-30	14	14	9	0.64
31-40	12	12	8	0.64
41-60	10	10	7	0.64
61-90	8	8	6	0.53
91-150	6	6	5	0.42
151-300	4	4	4	0.31
301-500	3	3	3	0.23
501-1000	2	2	2	0.17
1001-1500	1	1	1	0.11
1501-2000	0.5	0.5	0.5	0.05
2000+	0	0	0	0

Measure Type	%	%	%	%
Modification	Add	Add	Subtract	Add

CLEC volumes	MR-7 L/S	MR-11	MR-12
1-5	25	16	600
6-15	18	9	300
16-22	14	7	250
23-30	12	6	200
31-40	10	5	175
41-60	8	4	150
61-90	7	3	125
91-150	5	2	100
151-300	4	2	75
301-500	3	1.5	50
501-1000	2	1	40
1001-1500	1.5	.75	25
1501-2000	1.25	.5	15
2000+	1	0	0

Measure Type	%	%	Mins
Modification	Add	Subtract	Add

<3> MR-7 & 8's column applies both for LIS
trunks and Unbundled Loops (UBL)

<4> On NI-1, the variance table only applies

in instances where the parity comparison applies -- i.e., Qwest's blocking rates exceed 1%, as the appropriate comparison for that measurements is the retail analog or a 1% standard, whichever is higher.

<5> The first failure will not result in any penalty. Each subsequent failure will constitute a "miss" for purposes of triggering a payment.

[*139] 6.2 For any Tier 1A benchmark performance submeasure where the CLEC volume is 10 or below, Qwest shall be allowed to miss one occurrence before being subject to any payments for non-conforming performance. That is, if CLEC volume is ≤ 10 and the number of occurrences is ≤ 1 there is no payment made. For all Tier 1A parity performance submeasures with sample sizes of 1-30, Qwest shall calculate and report payments based upon both the Table 2 variance factors and the permutation test as set out in Section 4.3. CLEC shall receive the higher of the payment based upon variance factors or the payment based upon permutation testing.

6.3 Qwest's performance to a CLEC for a Tier 1A submeasure will be considered conforming in a month when the CLEC performance result is better than or equal to the Qwest standard performance result as defined in Section 6.1.

6.4 For any Tier 1A measure where variance factors have not been developed or where there are insufficient data to develop such factors, the relevant measures shall rely on the same statistical methodology used for Tier 1B and Tier 1C, as set forth in Sections 4.0 and 5.0 of this Plan, to determine performance results.

[*140] 7.0 Tier 1X: Calculation of Payments to CLEC for Tier 1A, 1B and 1C Submeasures

7.1 Unless otherwise specified in this Section 7.0 or in Appendix A, payments to CLEC under the CPAP are to be made on a per occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which Qwest is required to make payments to CLEC.

For percentage submeasures, the CPAP uses the following formula:

CLEC Occurrences = Absolute value of (CLEC result - standard) multiplied by CLEC volume.

For interval submeasures, the CPAP uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result - standard)/standard) multiplied by CLEC volume.

For the above formulas, for Tier 1A parity submeasures, the standard is the average of the prior six months retail performance adjusted by the relevant variance factor in Section 6.1, Table 2. For Tier 1B and Tier 1C parity submeasures, the standard is the current month retail performance, as adjusted for sample size and variance in accordance with Sections 4 and 5. For Tier 1A, Tier 1B and Tier 1C submeasures with a benchmark, the standard is the benchmark.

7.2 For interval submeasures, the **[*141]** number of occurrences shall not exceed the CLEC volume for the particular submeasure.

7.3 If Qwest fails to meet the applicable standard for Tier 1 submeasures, Qwest shall make a per occurrence payment to CLEC as specified in Table 3 below, unless different payment provisions for the applicable Tier 1 submeasure are set forth in Appendix A.

TABLE 3: PER OCCURRENCE PAYMENT AMOUNTS

Tier 1A	\$ 225.00
Tier 1B	\$ 75.00
Tier 1C	\$ 25.00

7.4 To account for the severity of a missed standard, the base payment shall be multiplied by the factor in Table 4 according to the following formula:

$$\text{Base Payment} = (\text{per occurrence payment}) \times (\text{occurrences})$$

$$\text{Total Payment} = (\text{base payment}) \times (\text{severity multiplier})$$

The severity multiplier for each measure is obtained by calculating the difference between the CLEC result and the standard performance for that measure, and then looking up the multiplier on Table 4. For Tier 1A, the standard performance is the average of prior six month retail performance with the variance calculation. For Tier 1B and 1C, the standard performance is the current month retail performance. For PIDs that do not have retail equivalents, the benchmark targets shall be used.

[*142] The severity penalty shall be derived from the base payment even where the monthly payment has been increased under the minimum payment rule or the additional penalty for ongoing poor performance.

TABLE 4

For Percentage measures		For Interval Measures	
Between	Multiplier	CLEC Performance*	Multiplier
0-4.99%	1	$1 < x < 2$	1.1
5%-9.99%	1.1	$2 \leq x < 3$	1.2
10-14.99%	1.2	$3 \leq x < 4$	1.3
15-19.99%	1.3	$4 \leq x < 5$	1.4
20-24.99%	1.4	$5 \leq x < 6$	1.5
25-29.99%	1.5	$6 \leq x < 7$	1.6
30-34.99%	1.6	$7 \leq x < 8$	1.7
35-39.99%	1.7	$8 \leq x < 9$	1.8
40-44.99%	1.8	$9 \leq x < 10$	1.9
45-49.99%	1.9	$10 \leq x < 11$	2.0
50-54.99%	2.0	$11 \leq x < 12$	2.1
55-59.99%	2.1	$12 \leq x < 13$	2.2
60-64.99%	2.2	$13 \leq x < 14$	2.3
65-69.99%	2.3	$14 \leq x < 15$	2.4
70-74.99%	2.4	$15 \leq x < 16$	2.5
75-79.99%	2.5	.	.
80-84.99%	2.6	.	.
85-89.99%	2.7	.	.
90-94.99%	2.8	$39 \leq x < 40$	4.9

95%-100% 2.9 40 or over 5
* calculated in days or hours, depending on measure

7.5 Geographically, all measures should only include Colorado statistics. For purposes of reporting, the data will be displayed in the most granular disaggregation possible and will be rolled up [*143] to overviews as appropriate. For purposes of minimum payments, a "measure" shall be the highest level of aggregation, i.e. PO-5, OP-4, MR-4, and so forth. For purposes of severity and duration penalties (Tier 1Y), a "measure" shall be at the most granular level of disaggregation, except where otherwise specified. For purposes of statistical comparison and occurrence calculation, a "measure" shall be at the most granular level of disaggregation, except where otherwise specified. If it turns out that CLECs seem to have data that are spread out over the disaggregated "sub-measures" in such a way that this approach leads to consistently small sample sizes (less than 10 in particular, but less than 30 will be considered), yet there is a way in which the samples could be effectively aggregated to create more meaningful sample sizes, then the Commission will consider aggregation during the six-month review.

8.0 Tier 1Y: Calculation of Payments

8.1 Qwest's non-conforming performance for Tier 1 submeasures shall be subject to escalating per occurrence payments. For Billing measures in Tier 1C, duration escalation is subject to a \$ 5,000 per measure cap in month one, [*144] increasing by a maximum of \$ 5,000 per month to a maximum per measure cap of \$ 30,000. The duration function does not include the severity factor calculated in Tier 1X when doubling (or tripling, etc.) the base payment.

8.2 The second continuous month of non-conforming performance for a particular submeasure will require the total per occurrence payment before severity to be multiplied by two. On the third continuous month, the total per occurrence payment before severity will be multiplied by three. The escalation will proceed along these lines until Qwest's wholesale performance meets the relevant standard. At that point (i.e., on the first month of acceptable performance following non-conforming performance), Qwest's per occurrence payment shall "step down" to the next level. If Qwest's next month's performance does not meet the applicable standard for the same submeasure, the payment will remain at the stepped down level and will then step up again if the non-conforming performance continues the following month. Alternatively, if Qwest's performance for the submeasure continues to conform to the standard, the per occurrence payment will step down each [*145] month until it reaches the original per occurrence payment.

8.3 For the first 12 months of escalated payments on a particular submeasure discussed in Section 8.2 above, Tier 1Y payments shall be divided between the CLEC and the Tier 2 Special Fund. Fifty percent (50%) of Tier 1Y payments shall be paid to CLEC, and 50% of Tier 1Y payments shall be paid to the Special Fund as set forth in Section 10.4. If the escalation payments for a particular submeasure continue for more than 12 months, the escalation payments owed to the CLEC will be fixed at 50% of the 12 month level. This fixed amount will continue until Qwest's satisfactory performance for that submeasure results in Qwest paying at the 11 month level. At that point, the process in Section 8.2 will apply. All amounts in excess of the CLEC payments for month 12 will be paid to the Special Fund.

9.0 Minimum Payments to CLEC

9.1 For smaller CLECs, there is a minimum per measure payment for Tier 1A of \$ 600 and for Tier 1B of \$ 300. If the otherwise applicable payment is below this amount, the minimum payment shall

apply. If the measure is one which falls into Tier 1A for some products, and Tier 1B for other [*146] products, and if any of the violations incurred that month for that measure were in Tier 1A, then the Tier 1A minimum payment shall apply rather than the 1B payment. In any month in which no payment is owed, the minimum payment will not apply.

9.2 For purposes of minimum payments, a smaller CLEC is a CLEC with less than or equal to 100,000 lines in service in Colorado (of whatever type -- facilities-based, resale, UNE loops (including shared lines), and so forth). Upon adopting the CPAP and at six month intervals after that, a CLEC must certify to the Commission, with notification to Qwest, that it should be designated as a smaller CLEC in order to benefit from the minimum payment. Any CLEC that does not certify that it is below the minimum lines in service requirement shall not be eligible for the minimum payment.

10.0 Tier 2 Payments to the Special Fund

10.1 Tier 2 performance submeasures and corresponding base payments are set forth in Appendix A.

10.2 Tier 1Y payments not owed to the CLEC (as described in Section 8.3) shall be considered Tier 2 payments, and shall be paid to the Tier 2 Special Fund.

10.3 When an individual [*147] submeasure in either Tier 1A or Tier 1B, using CLEC aggregate results, is missed by at least 50% of the applicable standard for two or more consecutive months, Qwest shall pay to the Tier 2 Special Fund \$ 25,000 for each Tier 1A submeasure missed and \$ 8,000 for each Tier 1B submeasure missed. A Tier 1A miss shall be determined with CLEC aggregate results by comparing the method identified in Section 6.1 using the variance factors in Table 2 and the variance factors in Table 5 below.

TABLE 5: VARIANCE FACTORS (WITH ONE FREE MISS RULE)

CLEC volumes	OP-3 LIS	OP-3 UBL<1>	OP-4 LIS	OP-4 UBL<1>
1-5	21	18	15	10
6-15	17	15.5	11	8.5
16-22	16	14	9	8
23-30	15	13	8	7
31-40	13	11	7	7
41-60	11	9	6	6
61-90	9	7	5	6
91-150	5	5	4	5
151-300	5	4	3	4
301-500	4	3	2	3
501-1000	3	2	2	2
1001-1500	2	1	1	1
1501-2000	1	0.5	0.5	0.5
2000+	0	0	0	0
Measure Type	%	%	Days	Days
Modification	Subtract	Subtract	Add	Add
CLEC volumes	MR5-LIS	MR5-UBL<2>	MR6-LIS	MR6-UBL
1-5	18	20	180	300

6-15	16	16	180	240
16-22	15	15	150	220
23-30	14	14	130	200
31-40	13	12	110	160
41-60	11	10	90	150
61-90	9	8	70	140
91-150	7	6	60	130
151-300	5	4	50	120
301-500	4	3	40	110
501-1000	3	2	30	100
1001-1500	2	1	20	50
1501-2000	1	0.5	10	25
2000+	0	0	0	0

Measure Type	%	%	Mins	Mins
Modification	Subtract	Subtract	Add	Add

<1> Except Analog, 2-wire non-loaded, and ADSL qualified loops.

<2> MR-5 UBL's variance table also applies for MR3-UBL calculations.

[*148]

CLEC volumes	OP-6 LIS	OP-6UBL
1-5	20	20
6-15	16	16
16-22	15	15
23-30	14	14
31-40	12	12
41-60	10	10
61-90	8	8
91-150	6	6
151-300	4	4
301-500	3	3
501-1000	2	2
1001-1500	1	1
1501-2000	0.5	0.5
2000+	0	0

Measure Type	Days	Days
Modification	Add	Add

CLEC volumes	MR7<3>	MR-8<3>	PO-9b	NI-1<4>
1-5	20	20	14	0.64
6-15	16	16	12	0.64
16-22	15	15	10	0.64
23-30	14	14	9	0.64
31-40	12	12	8	0.64
41-60	10	10	7	0.64